

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON**

**PLATTE RIVER INSURANCE  
COMPANY,**

Plaintiff,

v.

**NELLY AKEMI YAMAKAWA**, an individual; **MICHAEL STEPHEN STARNES**, an individual; **ROGUE VALLEY MANOR**, an Oregon nonprofit corporation; **NORTHWEST ADVENTIST FEDERAL CREDIT UNION**, an Oregon credit union; **MAGNUM DRYWALL, INC.**, a California corporation; **DENNIS M. HILLS**, an individual; **JESSE MECHAM**, an individual; **STACEY MECHAM**, an individual; **VEROS CREDIT, LLC**, a Nevada limited liability company; **LOBEL FINANCIAL CORPORATION**, a California corporation; **DAWN HARRISON**, an individual; **JOHN HARRISON**, an individual; **INSPIRED CONNECTIONS TRANSPORT, LLC**, an Oregon limited liability company; **OREGON COMMUNITY CREDIT UNION**, an Oregon credit union; **FRANCIS GARY PALMER**, an individual; **CAROL MARIE PALMER**, an individual; and **OREGON STATE CREDIT UNION**, an Oregon credit union,

Defendants.

Case No. 3:23-cv-01189-YY

**ORDER ADOPTING JUDGE YOU'S  
FINDINGS AND  
RECOMMENDATIONS**

**IMMERGUT, District Judge.**

No party has objected to Judge You's Findings and Recommendations ("F&R"), ECF 83. For the following reasons, the Court ADOPTS Judge You's F&R.

**STANDARDS**

Under the Federal Magistrates Act ("Act"), as amended, the court may "accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge." 28 U.S.C. § 636(b)(1)(C). If a party objects to a magistrate judge's F&R, "the court shall make a de novo determination of those portions of the report or specified proposed findings or recommendations to which objection is made." *Id.* But the court is not required to review, de novo or under any other standard, the factual or legal conclusions of the F&R that are not objected to. *See Thomas v. Arn*, 474 U.S. 140, 149–50 (1985); *United States v. Reyna-Tapia*, 328 F.3d 1114, 1121 (9th Cir. 2003) (en banc). Nevertheless, the Act "does not preclude further review by the district judge, *sua sponte*" whether de novo or under another standard. *Thomas*, 474 U.S. at 154.

**CONCLUSION**

No objections have been filed. Judge You's F&R, ECF 83, is adopted in full. This Court GRANTS Plaintiff's Unopposed Motion Authorizing Exoneration of the Bond and Dismissal of Platte River Insurance Company, ECF 80. Plaintiff is DISMISSED with prejudice from this action. Plaintiff and the bond are fully exonerated and discharged from any and all past, present, and/or future liability. Defendants are restrained and enjoined from instituting or prosecuting any other action or proceeding against plaintiff relating to the bond, including without limitation the state court actions entitled *Nelly Yamakawa v. Santander Consumer USA Inc. et al.*, Marion

County Circuit Court Case No. 23CV16878 and *Mechams v. R&J Mobility Service LLC et al.*,  
Marion County Circuit Court Case No. 23CV21289.

**IT IS SO ORDERED.**

DATED this 6th day of June, 2024.

/s/ Karin J. Immergut  
Karin J. Immergut  
United States District Judge